

**Exhibit 2**

**The Disputed Claims**

**The Ragonese Claim**

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor and Case Number: <b>Residential Capital, LLC, Case No. 12-12020</b>		
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>JOINTLY ADMINISTERED</b>		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.
Name and address where notices should be sent:  <b>MARK RAGONESE 1929 N PEPPER ST BURBANK, CA 91505</b>		Court Claim Number: _____ (If known) Filed on: _____
Telephone number: 978-884-9420 Name and address where payment should be sent (if different from above):  <b>MARK RAGONESE 1929 N PEPPER ST. BURBANK, CA 91505</b>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: 978-884-9420 Name and address where payment should be sent (if different from above):  <b>MARK RAGONESE 1929 N PEPPER ST. BURBANK, CA 91505</b>		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____).  <b>Amount entitled to priority:</b> _____
1. Amount of Claim as of Date Case Filed: \$ <b>90000.00</b> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		<b>3. Last four digits of any number by which creditor identifies debtor:</b> <b>7938</b>
<b>2. Basis for Claim:</b> <b>MORTGAGE NOTE</b> (See instruction #2)		<b>3a. Debtor may have scheduled account as:</b> <b>MARK RAGONESE</b> (See instruction #3a)
		<b>3b. Uniform Claim Identifier (optional):</b> (See instruction #3b)
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ <b>500000</b> Annual Interest Rate <b>6.14</b> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed)		<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ <b>500000</b> Annual Interest Rate <b>6.14</b> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed)
Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ <b>0</b>		Basis for perfection: _____
Amount of Secured Claim: \$ <b>90000.00</b>		Amount Unsecured: \$ <b>0</b>
<b>6. Claim Pursuant to 11 U.S.C. § 503(b)(9):</b> Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)		
<b>7. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)		
<b>8. Documents:</b> Attached are <b>redacted</b> copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgment completed, and <b>redacted</b> copies of documents providing evic definition of "redacted".		
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED! If the documents are not available, please explain: _____		
<b>9. Signature:</b> (See instruction #9) Check the appropriate box. <input type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)		
I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <b>MARK RAGONESE</b> Title: <b>DEBTOR</b> Company: _____ Address and telephone number (if different from notice address above):  <b>978 884 9420 markragonese@hotmai</b>		
Telephone number: _____ Email: <b>MARKRAGONESE@HOTMAIL.COM</b>		<b>RECEIVED</b> NOV 13 2012 <b>KURTZMAN CARSON CONSULTANTS</b> <b>COURT USE ONLY</b>

**The Curry Claim**

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

## PROOF OF CLAIM

Name of Debtor and Case Number: Residential Capital, LLC, Case No. 12-12020

NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Sonya Anthony Curry

Name and address where notices should be sent:

1213 Summerside Drive, DeSoto, TX 75115

Telephone number: 708-714-7077

email: sunqm@yahoo.com

Name and address where payment should be sent (if different from above):

Telephone number:

email:

**50,435.32****1. Amount of Claim as of Date Case Filed:** \$ \_\_\_\_\_

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

**2. Basis for Claim:** Mortgage Note

(See instruction #2)

**3. Last four digits of any number by which creditor identifies debtor:**

4488

**3a. Debtor may have scheduled account as:**

GMAC

(See instruction #3a)

**3b. Uniform Claim Identifier (optional):**

(See instruction #3b)

**4. Secured Claim** (See instruction #4)

Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

**Nature of property or right of setoff:**  Real Estate  Motor Vehicle  Other**Describe:** 180,000**Value of Property:** \$ 180,000 **Annual Interest Rate:** 4.5 %  Fixed  Variable

(when case was filed)

**Amount of arrearage and other charges, as of the time case was filed, included in secured claim,****if any:** \$ \_\_\_\_\_**Basis for perfection:** Mortgage Loan Modification**Amount of Secured Claim:** \$ 50,435.32**Amount Unsecured:** \$ \_\_\_\_\_**6. Claim Pursuant to 11 U.S.C. § 503(b)(9):**

Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_ (See instruction #6)

**7. Credits.** The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)**8. Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

**9. Signature:** (See instruction #9) Check the appropriate box.

I am the creditor.  I am the creditor's authorized agent.  
(Attach copy of power of attorney, if any.)

I am the trustee, or the debtor, or  
their authorized agent.  
(See Bankruptcy Rule 3004.)

I am a guarantor, surety,  
indorser, or other codebtor.  
(See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Sonya Anthony

Title: \_\_\_\_\_

Company: \_\_\_\_\_

(Signature)

Address and telephone number (if different from notice address above):  
\_\_\_\_\_

Telephone number:

Email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both.

11-09-2012

(Date)

KURTZMAN CARSON CONSULTANTS



121202012111600000000000030

RECEIVED

NOV 16 2012

**The Davis Claim**



**The William and Keiran Walker Claim**

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor and Case Number: <b>Residential Capital, LLC, Case No. 12-12020 "GM"</b>		
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>William C. Walker &amp; Keiran J. Walker</b>		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.
Name and address where notices should be sent:  <b>William C. Walker &amp; Keiran J. Walker</b> PO Box 2324 Antioch, CA 94531		<b>Court Claim Number:</b> _____ (If known) Filed on: _____
Telephone number: 925-625-3047 email: buzwalk@comcast.net		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Name and address where payment should be sent (if different from above):		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>402,433.20</u>		<b>6. Claim Pursuant to 11 U.S.C. § 503(b)(9):</b> Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)
<b>2. Basis for Claim:</b> <u>Mortgage Loan</u> (See instruction #2)		<b>3. Last four digits of any number by which creditor identifies debtor:</b> <u>8520</u>
<b>3a. Debtor may have scheduled account as:</b> (See instruction #3a)		<b>3b. Uniform Claim Identifier (optional):</b> (See instruction #3b)
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		<b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <b>Describe:</b> <b>Value of Property:</b> \$ _____ <b>Annual Interest Rate:</b> _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) <b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim,</b> if any: \$ _____ <b>Basis for perfection:</b> _____
<b>Amount of Secured Claim:</b> \$ _____		<b>Amount Unsecured:</b> \$ _____
<b>7. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)		
<b>8. Documents:</b> Attached are <b>redacted</b> copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and <b>redacted</b> copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: <u>Documents to follow - in storage</u>		
<b>9. Signature:</b> (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <u>William C. Walker &amp; Keiran J. Walker</u> Title: _____ Company: _____ Address and telephone number (if different from notice address above): _____		
Telephone number: _____ Email: _____		<b>RECEIVED</b> <b>NOV 16 2012</b> <b>KURTZMAN CARSON CONSULTANTS</b>

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both



12120201211160000000000112

**The Cerna Claim**



# **GMAC Mortgage**

December 15, 2011

Juana Cerna  
14455 San Ardo Dr  
La Mirada CA 90638

RE: Account Number [REDACTED] 8838  
Property Address 14455 San Ardo Dr  
La Mirada CA 90638

Dear Juana Cerna:

This letter is in response to your recent inquiry regarding the above-referenced purged account.

Our records reflect a charge off was completed on July 29, 2009. Settlement was accepted for \$12,803.00 on February 26, 2010, when you remitted funds. The GMAC Mortgage tradeline reports paid in full for less than the full balance.

Enclosed for your review is a copy of the 2010 payment history.

If you have any further questions, please contact Customer Care at 1-800-766-4622 between the hours of 6:00 am to 10:00 pm Monday through Friday and 9:00 am to 1:00 pm CT on Saturday.

Customer Care  
Loan Servicing

Enclosure

MR

**DATE:** November 6, 2012  
**TO:** Residential Capital, LLC (ResCap)  
**FROM:** Juana Cerna – Currently with a GMAC Mortgage Account # [REDACTED] 1485  
**SUBJECT:** Charges and Acceptance of the amount of \$12,803 by GMAC after the settlement of a new contract (loan modification) associated with a new mortgage loan dated January 29, 2010.

The amount of \$12,803.00 was received by GMAC on February 26, 2010. GMAC loan modification (new contract) was established on January 29, 2010. Why, I had to send that amount of money, if a new contract (loan modification) with GMAC was approved on January 29, 2010.

The amount of \$12,803.00 was sent as a wire transfer # 077777 to JP Morgan Chase Bank (FW# [REDACTED] 0984) on February 26, 2010, after GMAC loan modification settlement. GMAC knew that I had to borrow that amount of money; money that still I am making payments and with interests.

I contacted GMAC several times over the phone, faxed letters, and mailed letters as well, requesting back that amount of money.

I am sending two documents: The new contract dated January 29, 2010 and the GMAC letter confirming that they received the \$12,803.00 on February 26, 2010.

Respectfully,

Juana Cerna

Juana Cerna  
14455 San Ardo Drive  
La Mirada, CA 90638  
(562) 242-8201  
eli33777@sbcglobal.net

Date: 1/29/2010

Loan# [REDACTED] 1485

Borrower's Name: JUANA E CERNA

Lender's Name and Address: GMAC Mortgage, LLC  
3451 Hammond Avenue  
Waterloo, IA 50702

**IMPORTANT INFORMATION ABOUT**  
**YOUR LOAN MODIFICATION WHICH FEATURE A BALLOON PAYMENT**  
Please Read Carefully

This disclosure describes the features of your loan modification.

**How Is Your Interest Rate and Initial Payment Determined?**

- According to your mortgage payment calculated for long-term affordability, your modified loan will now be a balloon mortgage.
- The amount of the initial monthly payment on your modified loan will be based on three factors:
  - the interest rate reflected in the agreement;
  - the current balance of the loan; and
  - the remaining term \ amortization period of the loan.

Your new monthly payment of principal and interest will be calculated based on an extended amortization period of 480 months, and your loan will have a term of 443 months. Although your new payment will substantially pay down your loan balance, a "Balloon Payment" for the entire amount of your remaining unpaid principal balance will be due when the Term of your loan expires, (the Maturity Date) or when you pay off the modified loan, which will be when you sell or transfer an interest in your house, refinance the loan, or when the last scheduled payment is due, and the "Lender" will be under no obligation to refinance your loan.

**How Your Monthly Payment Can Change- Balloon Payment**

- You will be notified in writing at least 90 but not more than 120 days before the date the balloon payment is due. This notice will be mailed to you at the most current mailing address you supply and will contain information about the amount of the balloon payment, the date it is due and the telephone number of the Lender's representative (or loan servicer's representative) available to answer questions you may have about the notice.

**THE MODIFIED TERM OF THE LOAN IS 443 MONTHS AS A RESULT, YOU WILL BE REQUIRED TO PAY THE ENTIRE REMAINING UNPAID PRINCIPAL BALANCE AND ACCRUED INTEREST OWING WHEN THE TERM OF YOUR LOAN EXPIRES, OR WHEN YOU PAY OFF THE MODIFIED LOAN, WHICH WILL BE WHEN YOU SELL OR TRANSFER AN INTEREST IN YOUR HOUSE, REFINANCE THE LOAN, OR WHEN THE LAST SCHEDULED PAYMENT IS DUE.**

**THE LENDER HAS NO OBLIGATION TO REFINANCE THIS LOAN AT THE END OF ITS TERM. THEREFORE, YOU MAY BE REQUIRED TO REPAY THE LOAN OUT OF ASSETS YOU OWN OR YOU MAY HAVE TO FIND ANOTHER LENDER WILLING TO REFINANCE THE LOAN.**

**ASSUMING THIS LENDER OR ANOTHR LENDER REFINANCES THE LOAN AT MATURITY, YOU WILL PROBABLY BE CHARGED INTEREST AT MARKET RATES PREVAILING AT THAT TIME AND SUCH RATES MAY BE HIGHER THAN THE INTEREST RATE PAID ON THIS LOAN. YOU MAY ALSO HAVE TO PAY SOME OF ALL OF THE CLOSING COSTS NORMALLY**

#### **ASSOCIATED WITH A NEW MORTGAGE LOAN.**

#### **Example of Balloon Payment**

- The payment amount due at loan maturity can change substantially based upon amount of the loan, interest rate, and any principal payments you choose to make before loan maturity, among other factors.

Unpaid Loan Balance at Time of Modification	\$100,000
Loan Balance That Does Not Accrue Interest (Amount Forborne)	\$25,000
Loan Balance That Does Accrue Interest	\$75,000
Interest Rate	7.7500%
Remaining Loan Term	20 years
Remaining Amortization Schedule	40 years
Monthly Principal and Interest Payment	\$498.55
Balloon Payment Due	\$94,115.71

In the example above, the outstanding loan balance of \$94,115.71 would be due and payable at the end of 20 years, which represents the unpaid loan amount resulting from the extended amortization and the \$25,000 of loan balance that did not accrue interest.

This summary is intended for reference purposes only. Important information relating specifically to your loan modification will be contained in the loan modification documents, which alone will establish your rights and obligations under the loan modification plan. This disclosure does not address any other payments that may be required under the terms of your loan, for example, monthly escrow payments.

THE PURPOSE OF THIS DISCLOSURE IS TO PROVIDE VARIOUS DETAILS ON THE TYPE OF LOAN MODIFICATION FOR WHICH YOU HAVE EXPRESSED INTEREST. THE DISCLOSURE DOES NOT CONSTITUTE A COMMITMENT ON THE PART OF THE LENDER TO MODIFY YOUR LOAN.

**Receipt of a copy of this Disclosure is hereby acknowledged.**

02-12-10  
Date

Juana E. Cerna  
JUANA E CERNA

Date

Date

Date

**The Dietrich Claim**

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM		
Name of Debtor and Case Number: <b>GMAC - Ally Res Cap L LC 12-12020 (MG)</b>				
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.				
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Fannie Kendrick Dietrich</b>		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.		
Name and address where notices should be sent: <b>Fannie Kendrick Dietrich 1902 Marjorie Lane Kokomo IN 46902</b>		Court Claim Number: _____ (If known) Filed on: _____		
Telephone number: <b>7654532490</b> email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.		
Name and address where payment should be sent (if different from above):  <b>Telephone number: _____ email: _____</b>		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).  <b>Amount entitled to priority:</b>  <b>\$</b> _____		
<b>1. Amount of Claim as of Date Case Filed:</b> \$ _____ If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.				
<b>2. Basis for Claim:</b> <b>Expected refinancing completed online reduced monthly payment</b> (See instruction #2)				
<b>3. Last four digits of any number by which creditor identifies debtor:</b> <b>1234</b> <table border="1"> <tr> <td><b>3a. Debtor may have scheduled account as:</b> <b>Alison Tarnen</b> (See instruction #3a)</td> <td><b>3b. Uniform Claim Identifier (optional):</b>  (See instruction #3b)</td> </tr> </table>			<b>3a. Debtor may have scheduled account as:</b> <b>Alison Tarnen</b> (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b>  (See instruction #3b)
<b>3a. Debtor may have scheduled account as:</b> <b>Alison Tarnen</b> (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b>  (See instruction #3b)			
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <b>Describe:</b> <b>Value of Property:</b> \$ _____ <b>Annual Interest Rate:</b> % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed)				
<b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim,</b> <b>if any:</b> \$ _____ <b>Basis for perfection:</b> _____				
<b>Amount of Secured Claim:</b> \$ _____		<b>Amount Unsecured:</b> \$ _____		
<b>6. Claim Pursuant to 11 U.S.C. § 503(b)(9):</b> Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. <b>\$</b> _____ (See instruction #6)				
<b>7. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)				
<b>8. Documents:</b> Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".) <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain:				
<b>9. Signature:</b> (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)				
I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <b>Fannie Kendrick Dietrich</b> <b>Janne K Dietrich</b> <b>10-12-12</b> Title: _____ Company: _____ (Signature) (Date) Address and telephone number (if different from notice address above): <hr/> Telephone number: _____ Email: _____				

*\* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*



1212020121018000000000026

RECEIVED

OCT 18 2012

KURTZMAN CARSON CONSULTANTS  
COURT USE ONLY

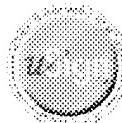
## BORROWER'S CERTIFICATION & AUTHORIZATION

APPLICANT(S): **Fannie K. Dietrich**

PROPERTY: **1902 Marjorie Ln, Kokomo, IN 46902**

By signing below, I agree to the following:

1. I certify that I have submitted a formal loan application to GMAC Mortgage for mortgage loan financing. In connection with this loan application, I acknowledge having provided GMAC Mortgage with various personal and financial information, including, but not limited to, the amount and source of any down payment, my employment and income information, and information on my assets and liabilities. I further acknowledge that this information will be used by Ally Bank Corp. to determine my qualifications for the requested loan. I certify that all of the information I have provided is current, accurate, true and correct, that I have not made misrepresentations in the loan application or any other related document, and that I have not omitted any pertinent or material information.
2. If at any time before closing there is a material change in the information I have provided (including, for example, my receipt of any notice from my employer indicating a change to my employment and/or income status), I agree to promptly notify Ally Bank Corp. of such material change due to its potential impact on my qualifications for the requested loan.
3. I understand that a married applicant may submit a formal loan request for separate mortgage loan financing in his/her own name.
4. I authorize Ally Bank Corp., its agents, successors and assigns, to
  - a) order one or more consumer credit reports;
  - b) to obtain, verify, and reverify any and all information, including, but not limited to, my income, assets, employment, and outstanding obligations, that Ally Bank Corp. may need (i) during loan processing in order to consider my loan application under Ally Bank Corp.'s loan program guidelines and (ii) if the loan application is approved, (A) in connection with any update, renewal, or extension of the loan and (B) after loan closing as part of a post-closing audit review; and
  - c) release any information regarding my loan application to third parties, including, but not limited to, title insurers, appraisers, credit reporting agencies and affiliates, in order to expedite the processing of my loan application and, if such loan application is approved, the closing of my mortgage loan.



010146:097441:984218::12343258  
Signed by: Fannie K Dietrich  
Date: 2012-05-08 19:09:02 EDT  
Digitally Certified by: eLynx

Fannie K. Dietrich

Date

Fannie K. Dietrich

June 01, 2012  
Date

Date

Date

NOTICE TO BORROWERS: This is notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA and VA have a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD/FHA or VA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

**INTEREST RATE LOCK AGREEMENT**

*Please Read Carefully*

Borrower Name: Fannie K. Dietrich

Loan Agent Name: Richard Anderson

Loan Agent Phone: (215) 734-8186

Loan Agent Fax: (866) 655-4536

Loan Agent Address: 1100 Virginia Drive  
Fort Washington, PA 19034

Property Address: 1902 Marjorie Ln  
Kokomo, IN 46902

Loan Number: [REDACTED] 0795

Loan Agent Email: Richard.Anderson@gmacm.com

Ally Bank Corp. Hereinafter referred to as "Lender".

Interest Rate Lock Agreement Date: May 07, 2012

My interest rate and points are locked-in under the following terms:

Interest Rate*:	4.375 %	Lock Expiration Date:	08/06/2012
Total Points:	0.375 %	Interest Rate Lock Date:	05/07/2012

*Each point is equal to 1.0% of the Loan Amount.*

My locked-in interest rate and points are based upon specific loan characteristics including, but not limited to, those outlined below. Any changes to these loan characteristics that impact my lock-in interest rate, total points, fees, and/or loan eligibility may result in this Interest Rate Lock Agreement ("Agreement") becoming null and void at the option of Lender.

**LOAN AMOUNT:** \$ 160,291.00      **LOAN TERM:** 360 (months)

**LOAN PROGRAM:** Fixed Rate Mortgage

**LOAN TYPE:** Conventional      **DOCUMENTATION:** Refi Plus

**PROPERTY:** One Family      **PURPOSE:** Refinance      **OCCUPANCY:** Primary Residence

**ESCROW/IMPOUND ACCOUNT:** Loan  is /  is not subject to a required escrow (impeud) account.

**LOAN TO VALUE:** 105.00 % **COMBINED LOAN TO VALUE:** 105.00 % **DEBT TO INCOME:** 283.18 %

If my Lock-in Expiration Date needs to be extended, I must contact the Lender prior to the Lock-in Expiration Date to request an extension ("Extension"). Lender will communicate to me the Extension options and the associated costs and will determine if the Extension request will be granted. It is the Lender's policy not to set or extend the Lock-in Expiration Date more than ninety (90) calendar days past the Lock-in Date.

If I have the right to rescind my loan, my loan must close at least four (4) business days prior to the Lock-in Expiration Date. If my loan does not close and disburse by the Lock-in Expiration Date (as extended by any Extension), this Agreement shall terminate on the Lock-in Expiration Date (as extended by any Extension). If this Agreement terminates or expires before my loan closes and disburses, I agree that the interest rate, points and fees in connection with my loan shall be as set forth in the table in Section D, below.

\* If I am applying for an adjustable rate mortgage loan, the Interest Rate is for the initial term only and is subject to change in accordance with the terms of the adjustable rate mortgage loan documents.

Interest Rate Lock Agreement (MultiState)

2460R2 (03/2011)

Page 1 of 8

[REDACTED] 0795

05/07/2012 05:04am

**A. DELIVERY TO LENDER**

I must sign and send this Agreement to the Lender at the Loan Agent fax number, address, or e-mail listed above so that Lender receives it **within two (2) business days of the Interest Rate Lock Agreement Date** ("Signing Period"). If Lender receives this signed Agreement within the Signing Period, this Agreement will be enforceable by Lender and me. If Lender does not receive this signed Agreement within the Signing Period, Lender shall promptly decide whether to terminate or honor this Agreement. If Lender opts to terminate this Agreement, I agree that the interest rate, points and fees in connection with my loan shall be as set forth in the table in Section D, below.

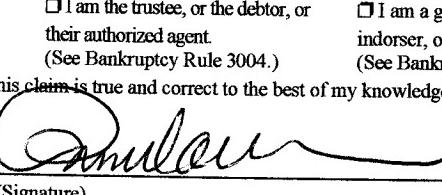
**B. LIMITATIONS AND RESTRICTIONS**

I understand that daily market changes may affect (1) the availability of Loan Programs and loan pricing, (2) my lock-in options, and/or (3) my eligibility for a loan. I acknowledge that Lender, in its sole and absolute discretion, but subject to applicable law,

**The Phenon Walker Claims and Letter**

**UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK**

**PROOF OF CLAIM**

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor and Case Number: <b>Residential Capital, LLC, Case No. 12-12020</b>		Claim #4942 Date Filed: 11/13/2012
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Phenon Walker</b>		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.
Name and address where notices should be sent:  <b>Edgewater Trust c/o Phenon Walker 13880 Edgewater Drive Lakewood, Ohio 44107</b>		Court Claim Number: _____ (If known)
Telephone number: (440) 779-0333 email: edgewatertrust@yahoo.com		Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Name and address where payment should be sent (if different from above):  <b>Phenon Walker 13880 Edgewater Drive Lakewood, Ohio 44107</b>		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.
Telephone number: _____ email: _____		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507(a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507(a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507(a)(____).
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>1,096,291.07</u>		
If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
<b>2. Basis for Claim:</b> monetary relief-foreclosure GMAC-MERS (See instruction #2)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> <u>5673</u>	<b>3a. Debtor may have scheduled account as:</b> <u>\$13,500.00</u> (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b>  (See instruction #3b)
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other		
Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed)		
Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____		
<b>Amount of Secured Claim:</b> \$ _____		<b>Amount Unsecured:</b> \$ <u>1,096,291.07</u>
<b>6. Claim Pursuant to 11 U.S.C. § 503(b)(9):</b> Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)		
<b>7. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)		
<b>8. Documents:</b> Attached are <b>redacted</b> copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and <b>redacted</b> copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".)		
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
<b>9. Signature:</b> (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)		
I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <u>Phenon Walker</u> Title: _____ Company: _____ Address and telephone number (if different from notice address above): 13880 Edgewater Drive Lakewood Ohio 44107 13880 Edgewater Drive Lakewood Ohio 44107 Telephone number: (216) 221-8222		
 (Signature)		11/12/12 (Date)
RECEIVED NOV 15 2012 KURTZMAN CARSON CONSULTANTS		

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

## PROOF OF CLAIM

Name of Debtor and Case Number:

Residential Capital, LLC, Case No. 12-12020

NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Phenon Walker

Name and address where notices should be sent:

Edgewater Trust  
c/o Phenon Walker  
13880 Edgewater Drive Lakewood, Ohio 44107

Telephone number: (440) 779-0333

email: edgewatertrust@yahoo.com

Name and address where payment should be sent (if different from above):

Phenon Walker  
13880 Edgewater Drive Lakewood, Ohio 44107

Telephone number:

email:

1. Amount of Claim as of Date Case Filed: \$ 143,931.01

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: surplus check for 2011-money loan  
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:

5673

3a. Debtor may have scheduled account as:

\$3500.00

(See instruction #3a)

3b. Uniform Claim Identifier (optional):

(See instruction #3b)

4. Secured Claim (See instruction #4)

Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff:  Real Estate  Motor Vehicle  Other

Describe:

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %  Fixed  Variable  
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim,

if any: \$ \_\_\_\_\_

Basis for perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_

Amount Unsecured: \$ 143,931.01

6. Claim Pursuant to 11 U.S.C. § 503(b)(9):

Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_ (See instruction #6)

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

9. Signature: (See instruction #9) Check the appropriate box.

I am the creditor.  I am the creditor's authorized agent.  
(Attach copy of power of attorney, if any.)

I am the trustee, or the debtor, or  
their authorized agent.  
(See Bankruptcy Rule 3004.)

I am a guarantor, surety,  
indorser, or other codebtor.  
(See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Phenon Walker

Title: \_\_\_\_\_

Company: \_\_\_\_\_

(Signature)

11/12/12

(Date)

Address and telephone number (if different from notice address above):

13880 Edgewater Drive Lakewood Ohio 44107

13880 Edgewater Drive Lakewood Ohio 44107

Telephone number: (216) 221-8222

Email: edgewatertrust@yahoo.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.

 Check this box if this claim amends a previously filed claim.Court Claim  
Number: \_\_\_\_\_  
(If known)

Filed on:

Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to \$11,725\*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4).

Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).

Up to \$2,600\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).

Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(\_\_).

Amount entitled to priority:

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

RECEIVED

NOV 16 2012

KURTZMAN CARSON CONSULTANTS



1212020121116000000000033

Section 2:

0181524

ANALYSIS TYPE: 1/6 AGGREGATE

PROJECTED ESCROW BALANCE AS OF: NOVEMBER 30, 2011

ACCOUNT NUMBER: [REDACTED] 0477  
164,034.31 \*

- \* Projected balance reflects all receipts and disbursements made prior to the date of analysis and all mortgagor payments and disbursements anticipated to be made prior to the effective date of analysis.

DATE	PROJECTED		CUR. BAL.	REQ. BAL.
	RECEIPTS	DISBURSEMENTS		
JECTED BALANCE			164,034.31	20,103.30
01/11	2,871.90	.00	166,906.21	22,975.20
01/12	2,871.90	17,231.40	152,546.71	8,615.70
01/12	2,871.90	.00	155,418.61	11,487.60
01/12	2,871.90	.00	158,290.51	14,359.50
01/12	2,871.90	.00	161,162.41	17,231.40
01/12	2,871.90	.00	164,034.31	20,103.30
01/12	2,871.90	17,231.40	149,674.81	5,743.80 L
01/12	2,871.90	.00	152,546.71	8,615.70
01/12	2,871.90	.00	155,418.61	11,487.60
01/12	2,871.90	.00	158,290.51	14,359.50
01/12	2,871.90	.00	161,162.41	17,231.40
01/12	2,871.90	.00	164,034.31	20,103.30

Current Escrow Balance: 2,116.60-

Esc Rpts to Eff Dt		Esc Disb Prior to Eff Dt	
Due Dt	Due Amt	Disb Date	Disb Amt
07/04	.00		
08/04	.00		
09/04	66,150.91 *		

\*Indicates Sum of Remaining Escrow Payments &/or Escrow Disbursements to Effective Date.

L ANTICIPATED LOW POINT FOR ANALYSIS PERIOD:  
149,674.81

MAXIMUM PERMITTED LOW-POINT: (EXCLUDING MIP)  
5,743.80

Section 3:



SURPLUS

143,931.01

ESCROW ACCOUNT ACTIVITY (DECEMBER 01, 2010 - NOVEMBER 30, 2011)

PHENON WALKER

Mortgage  
GMAC

THIS IS NOT A CHECK

UNRELEASED SURPLUS NOTICE

143,931.01
------------

0477
Account Number
Surplus Amount

**FAX COMMUNICATION****Sept 13, 2013****Time: 4:44p**

**Morrison Foerster LLP  
1290 Avenue of the Americas  
New York, New York 10104  
Ph. (212) 468-8000  
Fax (212) 468-7900  
Gary S. Lee, Esq.  
Lorenzo Marinuzzi,Esq.  
Jordon A. Wishnew, Esq.**

*Counsel for the Debtors and Debtors in Possession*

**FROM:**

**Phenon Walker  
Claiment  
PO Box 35596  
Cleveland, Ohio 44135  
PH. (440) 779-0333  
FAX. 877-395-4449**

**ATTACHED:**

**REQUEST FOR EXTENSION OF TIME TO FILE  
RESPONSE AND CONTINUANCE OF SEPTEMBER  
HEARING**

Time: 4:44p

Sept 13, 2013

Morrison Foerster LLP  
1290 Avenue of the Americas  
New York, New York 10104  
Ph. (212) 468-8000  
Fax (212) 468-7900  
Gary S. Lee, Esq.  
Lorenzo Marinuzzi, Esq.  
Jordon A. Wishnew, Esq.  
*Counsel for the Debtors and Debtors in Possession*

**RE: Claim # 4942, 4966, 5429 CASE NO. 12-12020 RESIDENTIAL CAPITAL LLC.**

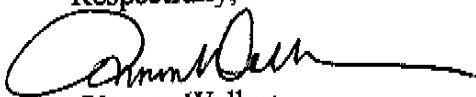
**REQUEST FOR EXTENSION OF TIME TO FILE RESPONSE AND  
CONTINUANCE OF SEPTEMBER HEARING**

On Thursday Sept 12, 2013 Attorney Craig Relman of Craig W. Relman Co. LPA (Ohio Counsel) left a message with your firm requesting an extension to file a response and move the hearing date back 30 days. There was no return call.

Just yesterday, it was recommendation that I obtain legal counsel in New York. This is Friday and the holiday weekend has proven to be virtually impossible to retain counsel to review the herein claims and file a written Objection with the Bankruptcy Court by 4:00p Monday Sept. 16, 2013.

Please consider this formal written request for an extension of time to file my objection opposing the expungement, and/or disallowance of my claim(s). I am requesting that the response deadline be moved to 2 weeks and the hearing date in 30 days.

Respectfully,

  
Phenon Walker  
Claiment  
PO Box 35596  
Cleveland, Ohio 44135  
PH. (440) 779-0333  
FAX. 877-395-4449

**The Yelder Claim**

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor and Case Number: <b>12-12020</b>		
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Residential Capital LLC</b>		
Name and address where notices should be sent: <b>Bettie Jean Yelder 2915 CanteLou Rd Montgomery AL 36108</b>		
Telephone number: <b>(334) 226-2556</b> email: <b>MJENKINS@RayCommedia.com @RayCommedia.com</b>		
Name and address where payment should be sent (if different from above): <b>SAME</b>		
Telephone number: _____ email: _____		
1. Amount of Claim as of Date Case Filed: \$ <b>100,000</b> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <b>Mortgage Note</b> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <b>9357</b>	3a. Debtor may have scheduled account as: <b>Allianz Teamone Bettie Yelder</b> (See instruction #3a)	3b. Uniform Claim Identifier (optional):  (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff; attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ <b>100,000</b> Annual Interest Rate: <b>5 1/2 %</b> <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed)		
Amount of arrearage and other charges, as of the time case was filed, included in secured claim, If any: \$ <b>00,000</b> Basis for perfection: _____		
Amount of Secured Claim: \$ <b>100,000</b> Amount Unsecured: \$ _____		
6. Claim Pursuant to 11 U.S.C. § 503(d)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ <b>160,000</b> (See instruction #6)		
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)		
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".)		
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
9. Signature: (See instruction #9) Check the appropriate box. <input type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)		
I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <b>Bettie J. Yelder</b> Title: <b>B. Yelder</b> (Signature) Date: <b>10-26-12</b> Company: _____ Address and telephone number (if different from notice address above): _____		
Telephone number: _____ Email: _____ Penalty for presenting fraudulent claim: Fine of up to \$500.00		
I Check this box if this claim amends a previously filed claim. Court Claim Number: <b>12-12020</b> (If known) Filed on: <b>10-26-12</b> <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(_____).		
Amount entitled to priority: <b>\$ 100,000</b> * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
RECEIVED OCT 30 2012		
MURTMAN CARSON CONSULTANTS COURT USE ONLY		

121202012103000000000000027

121202012103000000000000027

**GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

12-12020

01/03/12

BETTIE JEAN YELDER  
2915 CANTELOU ROAD  
MONTGOMERY AL 36108

Loan Number: [REDACTED] 6280  
Property Address: 2915 CANTELOU ROAD  
MONTGOMERY AL 36108

Dear BETTIE JEAN YELDER

We have not received your mortgage payments for the months of 10/21/11 through 12/21/11. This means your account is now in default, and if you do not make these payments or reach another resolution with us, we may soon begin proceedings for foreclosure of your home.

If you have already mailed these payments, please accept our thanks. Also, if you are already working with GMAC Mortgage, LLC to avoid foreclosure, you can disregard this letter.

We are here to help. If you are experiencing financial difficulties, please contact us immediately 800-850-4622 (weekdays, 8:00 a.m. - 11:00 p.m. CT; Saturday, 8:00 a.m. - 12:00 p.m.).

There are options available that may help you avoid foreclosure. These include the following:

- \* **Repayment Plan:** If you have experienced a temporary loss of income or increase in expenses but can now afford to make higher payments, we may be able to develop a repayment plan.
- \* **Loan Modification:** If you are not able to make higher monthly payments but can still afford your current mortgage payment, we may be able to modify your loan. Loan modification under the Home Affordable Modification Program (HAMP) may be available to you, subject to program requirements. You may contact us to receive application materials for HAMP and other available modification programs.
- \* **Short Sale:** If the value of your home has declined, you may be able to sell it for less than the full payoff amount to satisfy your debt.

12-12020

01/03/12

Account Number [REDACTED] 6280

Page Two

- \* Deed in Lieu of Foreclosure: If you have tried to sell your property for 90 days, you may be able to voluntarily return the deed to GMAC Mortgage, LLC to satisfy your debt and avoid foreclosure.

To be considered for any of these options, you may be required to provide us with financial information. Collection activity will continue and your monthly mortgage payment will still be due while we evaluate your financial situation. Not all options may be available to you.

To discuss your available options, please contact us immediately at 800-850-4622.

Sincerely,

Collection Department  
Loan Servicing

Please Note:

This is an attempt to collect a debt and any information obtained will be used for that purpose.

If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally. If you have surrendered your property during your bankruptcy case, please disregard this notice.

If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance with your Chapter 13 Plan and disregard this notice.

For additional information about options that may help you avoid foreclosure, as well as brochures to educate you about foreclosure rescue scams and telephone and internet referrals to legitimate mortgage counselors, please contact the FDIC at 1-877-ASK-FDIC (1-877-275-3342) or via the web at: <http://www.fdic.gov/consumers/loans/prevention/index.htm>.

For your information, you may contact a HUD Counseling Agent at 1-800-569-4287. The toll free TDD number for the HUD Counseling Agency is 1-800-877-8339.

Please do not send medical information. As required by law, we are prohibited from obtaining or using medical information (e.g., diagnosis, treatment or prognosis) in connection with your eligibility or continued eligibility for credit. We will not use it when evaluating your request and it will not be retained.

5:06 (062)

Enclosure



3451 Hammond Avenue  
Waterloo, IA 50702  
1-800-766-4622/Follow the Prompts

**Important Note:** In accordance with RESPA requirements, this notice is being sent as a result of the review completed on your escrow account.

### INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

47512-0003731-002  
BETTIE JEAN YELDER  
2915 CANTELOU RD  
MONTGOMERY AL 36108-6033

ACCOUNT NUMBER: 6280

PROPERTY ADDRESS:  
2915 CANTELOU ROAD  
MONTGOMERY AL 36108

ANALYSIS DATE: DECEMBER 16, 2011

PLEASE KEEP THIS ESCROW ANALYSIS FOR COMPARISON TO NEXT YEAR'S STATEMENT.

Section 1:

DESCRIPTION	NEXT DUE DATE	ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT	AMOUNT(S) USED IN PRIOR ANALYSIS
FIRE COUNTY	JUNE 2012 NOVEMBER 2012	1,437.00 226.82	0.00 0.00
TOTAL ANNUAL DISBURSEMENTS:		1,663.82	0.00
TOTAL ESCROW PAYMENT:		138.65	0.00

The amounts above are based on either an estimate previously provided or the amount last disbursed.

**NOTE:** If you pay the escrow shortage amount of \$1,846.62, your new total payment will automatically be adjusted to \$761.49 effective with your FEBRUARY 21, 2012 payment. If you do not pay the shortage, your total payment effective FEBRUARY 21, 2012 will be \$915.37.

	Now	Prior Analysis
Escrow	138.65	0.00
Surplus/Shortage	153.88	0.00
Escrow Shortage Spread 12 Months		
Optional Ins	12.99	0.00
Total	305.52	0.00
Principal/Interest	609.85	609.85
Total Payment	915.37	609.85

Depending on the timing of when your next billing notice is released, you may not see the payment change until the following billing notice.

For details about the difference between the old and new payment amounts, please reference the ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT and AMOUNT(S) USED IN PRIOR ANALYSIS columns listed above.

Any questions regarding changes in the "Estimated Amount of Next Disbursement" should be directed to your Tax Authority and/or Insurance Company.  
To reach our insurance department call: 1-800-256-9962.

By sending your check, please be aware that you are authorizing us to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on the check. This electronic debit will be for the amount of your check.

If you are utilizing a military allotment, or third-party company to make payments on your behalf, please notify your service of any payment changes.

**The Scott Claim**

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM	
Name of Debtor and Case Number: <b>Residential Capital, LLC, Case No. 12-12020</b>			
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>FREDDIE M. SCOTT</b>		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.	
Name and address where notices should be sent: <b>FREDDIE M. SCOTT &amp; TIMOTHY W. SCOTT 14450 E. 50TH. AVE. DENVER, COLORADO 80239</b>		<b>Court Claim Number:</b> _____ (If known) <b>Filed on:</b> _____	
Telephone number: 303-371-8274 Name and address where payment should be sent (if different from above):		<b>email:</b> seamf52@msn.com <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.	
Telephone number: _____ <b>1. Amount of Claim as of Date Case Filed:</b> \$ <b>208,250.00</b> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input checked="" type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(9).  <b>Amount entitled to priority:</b> <b>208,250.00</b>	
<b>2. Basis for Claim:</b> MORTGAGE NOTE (See instruction #2)		<b>3. Last four digits of any number by which creditor identifies debtor:</b> 1234 <b>3a. Debtor may have scheduled account as:</b> Alison Tearnan (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b> _____ (See instruction #3b)
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.  <b>Nature of property or right of setoff:</b> <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ <b>Value of Property:</b> \$ <b>208,250.00</b> <b>Annual Interest Rate:</b> 5% <input type="checkbox"/> Fixed <input checked="" type="checkbox"/> Variable (when case was filed) <b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim,</b> if any: \$ _____ Basis for perfection: _____			
<b>Amount of Secured Claim:</b> \$ _____		<b>Amount Unsecured:</b> \$ _____	
<b>6. Claim Pursuant to 11 U.S.C. § 503(b)(9):</b> Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ <b>208,250.00</b> (See instruction #6)			
<b>7. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			
<b>8. Documents:</b> Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____			
<b>9. Signature:</b> (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)			
I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <b>Freddie M. Scott</b>  Title: _____ (Signature) <b>11-6-12</b> (Date) Company: _____			
Address and telephone number (if different from notice address above): _____			
Telephone number: 303-371-8274 Email: seamf52@msn.com		* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 1°		RECEIVED NOV 08 2012 KURTZMAN CARSON CONSULTANTS	



1212020121108000000000105



**ATTN:**      **TITLE CLOSER**

Please return the Original Note and a copy of the Deed of Trust  
with the attached Transfer and Allonge packet **WITHIN 24 HOURS** to:

**The Provident Bank (PCFS)**

**Attn: Donna Futscher**

**309 Vine Street**

**Cincinnati, Ohio 45202**

**Mail Sop 227-D**

Please also ensure that Stonecreek receives a copy of the Note and  
the Deed, along with **THE REST OF OUR ORIGINAL DOCUMENTS**  
to be returned as soon as possible to:

**Stonecreek Funding**

**Attn: Wendi Giezentanner**

**36 Steele Street, Suite 210**

**Denver, CO 80206**

Thank you for your assistance in this matter, and please feel free to  
call me at (303) 355-1304 with any questions.

Sincerely,

**Wendi Giezentanner**  
**Stonecreek Funding**

**AFFIDAVIT**

**STATE OF COLORADO**

**COUNTY OF DENVER**

The undersigned, being duly sworn, deposes and says:

1. We are over the age of eighteen years.
2. We have reasonable knowledge of Account number [REDACTED] 0131.
3. We did not knowingly or willingly sign any agreement obligating us to repay our own monies to **DEUTSCHE BANK TRUST COMPANY AMERICAS, RESIDENTIAL FUNDING CORPORATION** or **STONECREEK FUNDING CORPORATION**.
4. We have not knowingly or willingly refused to pay **DEUTSCHE BANK TRUST COMPANY AMERICAS** through **HOMECOMING FINANCIAL** any monies belonging to it that it advance to us.
5. The monies advanced to us by **STONECREEK FUNDING CORPORATION** and assigned/sold to **RESIDENTIAL FUNDING CORPORATION** and assigned/sold to **DEUTSCHE BANK TRUST COMPANY AMERICAS, fka BANKERS TRUST COMPANY** belonged to us.
6. **DEUTSCHE BANK TRUST COMPANY AMERICAS, RESIDENTIAL FUNDING CORPORATION**, and **STONECREEK FUNDING CORPORATION** did not lend us any lawful money.
7. **DEUTSCHE BANK TRUST COMPANY AMERICAS, RESIDENTIAL FUNDING CORPORATION**, and **STONECREEK FUNDING CORPORATION** used deceit and Fraud in the Factum and Fraud in the Inducement of the agreement.

Date: 01-28-08

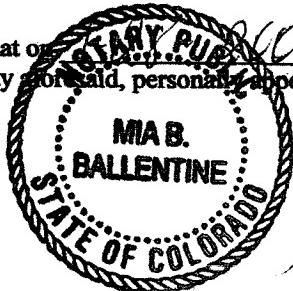
Freddie Mae Scott  
Signature of Affiant

Freddie Mae Scott  
Printed Name of Affiant

Timothy Wayne Scott  
Signature of Affiant

Timothy Wayne Scott  
Printed Name of Affiant

I HEREBY CERTIFY that on 01-28-08, before me, the subscriber, a Notary Public in and for the City & County aforesaid, personally appeared the above stated affiants, and made Oath in due form of law.



Notary  
My Commission Expires: May 28, 2011

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.250 % or less than 8.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000 percentage points ( 1.000 %) from the rate of interest I have been paying for the preceding 6 month(s). My interest rate will never be greater than 14.250 %. My interest rate will never be less than 8.250%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY \*\* See attached Prepayment Rider.**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

**6. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3 (A) above or at a different address if I am given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.



**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Fredale M. Willis  
14450 E. 50th. AVE.  
Denver, Colorado 80239



MAIL COVER SHEET



Please attach a separate  
Mail Cover Sheet to each group of  
Documents and mail to:  
**PCFS**  
**309 VINE STREET**  
**CINCINNATI, OH 45202**  
**MAIL STOP 227 D**

**ENCLOSED IN THIS PACKAGE: (Circle One)**

Please deliver this package to:  
(Check One and Circle Subheading)

WAREHOUSE/INVESTOR SETUP

- Warehouse Transmittal Packages  
Complete Final Package Submissions  
Credit Grades  
New Closed Loan Submissions

Charles Hunt

Fax: 1-888-222-7988  
Ph: 1-800-838-9727 ext. 15451#

COLLATERAL/NOTES FOR PURCHASE

Rhonda Jacobs

PURCHASING CONDITIONS

- Closing Packages  
Pre-funding Conditions  
Clear to close conditions

Bill Kiefer

Regional Buyer Name  
Fax: 1-888-513-8125  
Ph: 1-800-838-9727 ext. 11292#

WAREHOUSE AGED LOANS

Steve Ahlers

For PCFS to maintain our service level commitment to you this cover sheet is to be completed and attached to all correspondence sent to PCFS.

Failure to use this form and to fill it out completely may cause delays in processing your request.

This instrument was prepared by  
And should be returned to:

## TRANSFER and ASSIGNMENT of MORTGAGE

This Transfer and Assignment is made this 26<sup>th</sup> day of October, 2001 by and  
between Stonecreek Funding, whose address is 36 Steele Street, Suite 210,  
Denver, a corporation organized and existing under the laws of the State of Colorado  
(herein referred to as "Assignor") and THE PROVIDENT BANK, doing business as  
One East Fourth Street, Cincinnati, Ohio 45202, a corporation  
organized and existing under the laws of the State of Ohio (hereinafter referred to as "Assignee").

For and in consideration of the sum of one dollar (\$1.00) and other good and valuable  
consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby  
transfers and assigns unto Assignee its interest in and to that certain Mortgage, Deed of Trust, or  
Security Deed ("The Mortgage") which is more fully described as follows:

MORTGAGER(s): Freddie Scott

PRINCIPAL AMOUNT: \$ 208,250.00

DATE OF EXECUTION: 10-26-01

LEGAL DESCRIPTION: See attached Exhibit "A"

PARCEL IDENTIFICATION#:

DATE OF RECORDING:

BOOK: PAGE:

MICROFICHE or INSTRUMENT#:

COUNTY: STATE:

Together with the rights of Assignor under the note or notes, any and all loan agreements, security  
agreements, and all other documents executed in conjunction with the loan transaction including  
the indebtedness, without recourse.

Evidenced by the Note and secured by the Mortgage conveying the property and all rights, privileges and powers of Assignor in, to or under the Note and the Mortgage.

IN WITNESS WHEREOF, Assignor has caused the Assignment to be executed by its duly authorized officer(s) and has caused its corporate seal to be affixed hereto on the date first above written.

Stonecreek Funding

"Assignor"



By: \_\_\_\_\_

Printed Name: Scott Brooks

Its: President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF COLORADO

COUNTY OF DENVER

The foregoing instrument was acknowledged before me, a Notary Public, This 26<sup>th</sup> day of October, 2001 by Scott Brooks its President and by \_\_\_\_\_ on behalf of the corporation. He/she/they is/are personally known to me or has produced satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument.

My commission expires:

June 8, 2005



Notary Public

Printed Name

Jurisdiction

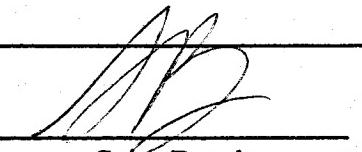
Wendi Giezentanner

## ALLONGE TO PROMISSORY NOTE

Without recourse pay to the order of  
**RESIDENTIAL FUNDING CORPORATION**

By:

Name: Scott Brooks  
Title: President  
Company: Stonecreek Funding  
36 Steele St., Suite 210  
Denver, CO 80206



### Loan Information

Borrower: Freddie Scott

Address: 14450 E. 50<sup>th</sup> Ave.  
Denver, CO 80239

Loan Amount: \$ 208,250.00

Loan Date: 10-26-01

PAY TO THE ORDER OF  
Bankers Trust Company as Trustee  
WITHOUT RE COURSE  
Residential Funding Corporation

By Judy Faber  
Judy Faber, Vice President

**ALLONGE TO PROMISSORY NOTE**

**FOR PURPOSES OF FURTHER ENDORSEMENT OF THE FOLLOWING DESCRIBED NOTE, THIS  
ALLONGE IS AFFIXED AND BECOMES A PERMANENT PART OF SAID NOTE**

**POOL: 4559**

**LOAN ID: 8124**



8 1 2 4

**NOTE DATE: 10/26/2001      LOAN AMOUNT: \$208250.00**

**BORROWER NAME: FREDDIE SCOTT**

**PROPERTY ADDRESS: 14450 EAST 50TH AVE, DENVER, CO 80239**

**PAY TO THE ORDER OF**

**RESIDENTIAL FUNDING COMPANY, LLC**

**WITHOUT RE COURSE**

**Deutsche Bank Trust Company Americas as Trustee, f/k/a Bankers Trust Company as Trustee,  
Residential Funding Corporation as Attorney in Fact**

A handwritten signature in black ink, appearing to read "John Hagebeck".

By: \_\_\_\_\_

**John Hagebeck, Vice President  
Residential Funding Corporation**

**PAY TO THE ORDER OF**  
LaSalle Bank, N.A. as Trustee  
**WITHOUT RE COURSE**  
Residential Funding Company, LLC

By:   
Judy Faber, Vice President

Recorded at Reception No.	o'clock	M..	Recorder
<b>ASSIGNMENT OF DEED OF TRUST OR MORTGAGE DEED</b>			
<b>OCTOBER 26, 2001</b>			
		Date of Assignment Assignee	
		Address	
		Assignor	
		Address	
<b>STONECREEK FUNDING CORPORATION 36 STEELE ST. #210 DENVER, COLORADO 80206</b>			
<b>OCTOBER 26, 2001</b>			
DENVER		Date of Deed of Trust Recording date of Deed of Trust County of Recording Linn Number:	8124
Book No.	Page No.		
Form No.	Reception No.		
<p>KNOW ALL MEN BY THESE PRESENTS THAT FREDDIE M. SCOTT AND TIMOTHY W. SCOTT did grant, bargain, sell and convey the property described in the Deed of Trust or Mortgage Deed herein referred to as Deed of Trust, to the Public Trustee*</p> <p>In the County in which said Deed of Trust was recorded, to be held in trust to secure the payment of a Promissory Note for the original principal sum of \$ 208,250.00 together with interest.</p> <p>NOW THEREFORE, in consideration of the sum of TWO HUNDRED EIGHT THOUSAND TWO HUNDRED FIFTY AND 00/100 dollars, paid to the assignor, the receipt and sufficiency of which is hereby acknowledged, the said assignor hereby assigns unto the said assignee, the said Deed of Trust and Note secured thereby, together with all monies now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and promises therein contained, and the said assignor hereby grants and conveys unto the said assignee, the following described property, situated in the CITY AND ** County of DENVER</p> <p>State of Colorado, to wit:</p> <p>LOT 5, BLOCK 12, GATEWAY VILLAGE FILING NO. 3, CITY AND COUNTY OF DENVER, STATE OF COLORADO.</p> <p>A.P.N. #: 660318712005000</p> <p><b>BANKERS TRUST COMPANY AS TRUSTEE</b> 3 Park Plaza, Sixteenth Floor, Irvine, California 92714</p> <p>recorded 11-13-2001 #2001191782 Denver County, CO also known by street and number as:</p> <p>14450 EAST 50TH AVENUE, DENVER, COLORADO 80239</p> <p>TO HAVE AND TO HOLD the said Deed of Trust and Note, and also the said property unto the said assignee forever, subject to the terms contained in said Deed of Trust and Note.</p> <p>And the said assignor hereby covenants with the assignee that the said Deed of Trust and Note hereby assigned is a good and valid security and that the sum of TWO HUNDRED EIGHT THOUSAND TWO HUNDRED FIFTY AND 00/100 dollars remains unpaid on the said Note and that the said assignor has not done or permitted any act, matter or thing whereby the said Deed of Trust has been released or discharged, either partly or in entirety and has the right to assign said Deed of Trust and Note will upon request, do, perform and execute every act necessary to enforce the full performance of the covenants and agreements therein contained and that this assignment and the covenants herein shall inure to the benefit and extent to be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.</p> <p>IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written.</p>			
<p>State of COLORADO County of DENVER</p> <p>The foregoing instrument was acknowledged before me in DENVER, County, State of COLORADO 10-26-01 (date) by <i>Scott Brooks, President</i></p> <p>6-8-2005 Date Commission Expires</p> <p>Notary Address</p> <p>*If a Mortgage, have delete reference to Public Trustee and complete as applicable. **If Denver, insert "City and."</p>			
<p>NOTARY PUBLIC WENDI GIEZENTANNER STATE OF COLORADO Notary Public</p> <p>Witness my hand and seal.</p> <p><i>Wendi Giezentanner</i></p>			
<p>After Recording Return To:</p> <p>PEELLE MANAGEMENT CORPORATION ASSIGNMENT JOB #90788 P.O. BOX 1710 CAMPBELL, CA 95009-1710 1-408-866-6668</p> <p>STONECREEK FUNDING CORPORATION 36 STEELE ST. #210 DENVER, COLORADO 80206</p>			

2002075496 2002/04/23 15:22:00 1/ 2 ASN  
DENVER COUNTY CLERK AND RECORDER 10.00 .00 JCZ  
\*\*\*\*\*

After Recording Return To:

PEELLE MANAGEMENT CORPORATION \_\_\_\_\_  
ASSIGNMENT JOB #90788  
P.O. BOX 1710 RATION  
CAMPBELL, CA 95009-1710  
1-408-866-6868

RFC Loan Number: [REDACTED]

8124/

05-031

CORPORATION ASSIGNMENT of MORTGAGE/DEED OF TRUST

**NOTICE OF ELECTION AND DEMAND  
FOR SALE BY PUBLIC TRUSTEE**

Colorado

Public Trustee Sale No. 358

**TO THE PUBLIC TRUSTEE FOR THE COUNTY OF DENVER, COLORADO:**

Pursuant to the terms of the Deed of Trust executed by Freddie M. Scott and Timothy W. Scott, Grantor(s), dated October 26, 2001 and recorded on November 13, 2001 in the County of Denver as reference number(s) Reception No. 2001191782 indicating Stonecreek Funding Corporation as the Original Beneficiary, of which Deutsche Bank Trust Company Americas, fka Bankers Trust Company As Trustee is the Current Owner of the Evidence of Debt, you are hereby notified that the undersigned, as attorney for the owner of the Evidence of Debt secured by the Deed of Trust described above, the original principal amount of which was \$208,250.00, with a present outstanding principal balance due and owing of \$204,513.35, declares a violation of the covenants of said Deed of Trust by the default in the payment of principal and interest payments and other payments required by said Deed of Trust.

The following described property is all of the property presently encumbered by said Deed of Trust:

Lot 5, Block 12, Gateway Village Filing No. 3, City and County of Denver, State of Colorado.  
Purported Street Address: 14450 East 50th Avenue  
Denver, CO 80239

**THE LIEN BEING FORECLOSED MAY NOT BE A FIRST LIEN**

The undersigned, as the attorney and agent for the current owner of the Evidence of Debt secured by said Deed of Trust, elects to advertise the property therein described for sale, and hereby demands that you as Public Trustees named in said Deed of Trust give Notice, advertise for sale and sell said property for the purpose of paying the Evidence of Debt thereby secured by the above described Deed of Trust, and the expenses of making such sale, all as provided by law and the terms of said deed of trust.

THE LAW FIRM OF FRASCONA, JOINER, GOODMAN AND GREENSTEIN, P.C. ACTS AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Date: February 13, 2004

Deutsche Bank Trust Company Americas, fka Bankers Trust Company As Trustee  
Current Owner of the Evidence of Debt

*Janeen R. Hill*  
By: Frascona, Joiner, Goodman and Greenstein, P.C.  
Oliver B. Frascona, Esq. Reg. No. 5748  
Janeen R. Hill, Esq. Reg. No. 33680  
Attorney and Agent for the Current Owner of the Evidence of Debt  
4750 Table Mesa Drive Boulder, CO 80305-5575  
Telephone: (303) 494-3000 Facsimile: (303) 494-6309



2004056882

1000 101 101

2004056882 00 00

City & County Of Denver NED

ADJUSTABLE RATE NOTE      Loan Number 0109  
(LIBOR Index - Rate Caps)

3558

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY  
MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT  
ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

OCTOBER 26 , 2001 .      DENVER      COLORADO  
[City]      [State]  
14450 EAST 50TH AVENUE, DENVER, COLORADO 80239  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$208,250.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is STONECREEK FUNDING CORPORATION, A COLORADO CORPORATION

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.250 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on DECEMBER 1 2001. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on NOVEMBER 1 , 2031 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 36 STEELE ST. #210, DENVER, COLORADO 80206

or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments will be in the amount of U.S. \$ 1,564.51 . This amount may change.

**(C) Monthly Payment Changes**

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of NOVEMBER 1 , 2004 , and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar deposits in the London market based on quotations of major banks, as published in The Wall Street Journal. The rate published in The Wall Street Journal on the date 45 days before each Change Date as being the London interbank offered rate on the preceding business day is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding SEVEN AND 030/1000 percentage points ( 7.030 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.



2/4

ADJUSTABLE RATE NOTE · Loan Number [REDACTED] 0109  
(LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY  
MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT  
ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

OCTOBER 26 , 2001 . DENVER COLORADO  
[City] [State]  
14450 EAST 50TH AVENUE, DENVER, COLORADO 80239  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$208,250.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is STONECREEK FUNDING CORPORATION, A COLORADO CORPORATION

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.250 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS**

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on DECEMBER 1, 2001. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on NOVEMBER 1, 2031, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 36 STEELE ST. #210, DENVER, COLORADO 80206

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$1,564.51. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

(A) Change Dates

The interest rate I will pay may change on the first day of NOVEMBER 1, 2004, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar deposits in the London market based on quotations of major banks, as published in The Wall Street Journal. The rate published in The Wall Street Journal on the date 45 days before each Change Date as being the London interbank offered rate on the preceding business day is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SEVEN AND 030/1000 percentage points ( 7.030 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.



## The Disputed Claims Pg 49 of 60

3/4

## (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.250 % or less than 8.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000 percentage points (1.000 %) from the rate of interest I have been paying for the preceding 6 month(s). My interest rate will never be greater than 14.250 %. My interest rate will never be less than 8.250%.

## (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

## (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

## 5. BORROWER'S RIGHT TO PREPAY \*\*\* See attached Prepayment Rider.

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

## 6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

## (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

## (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

## (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

## (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

## (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

## 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3 (A) above or at a different address if I am given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.



## The Disputed Claims Pg 50 of 60

## 11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note.

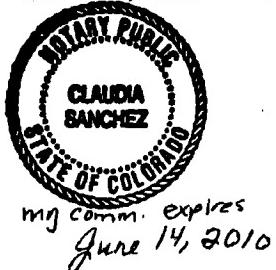
7/4

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

<i>Freddie Mac Scott</i>	(Seal)		(Seal)
Freddie Mac Scott EIN# 545904509	Settlor Prepaid	Borrower	Borrower
	(Seal)		(Seal)
	Borrower		Borrower
	(Seal)		(Seal)
	Borrower		Borrower

## ACKNOWLEDGMENT

As a Notary Public for the City and County of Denver, State of Colorado, I do hereby certify that on this 27<sup>th</sup> day of November, 2007 the above mentioned appeared before me and executed the foregoing. Witness my hand and seal: Notary Public



## **Uniform Residential Loan Application**

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

Mortgage Applied for:				V.A.	<input checked="" type="checkbox"/> Conventional	<input type="checkbox"/> Other	Agency Case Number	Lender Case Number			
				FHA	FHA			0082			
Amount		Interest Rate	No. of Months	Amortization Type:		<input checked="" type="checkbox"/> Fixed Rate	<input type="checkbox"/> Other (explain)				
\$ 160,316.00		8.250 %	300			<input type="checkbox"/> APR	<input type="checkbox"/> ARM type	0			
Subject Property Address (street, city, state, ZIP) <b>14450 50TH AVENUE DENVER COLORADO 80239</b> No. of Units 1											
Legal Description of Subject Property (attach description if necessary)											
Year Built 2000											
<b>LOT 5, BLK 12, GATEWAY SUBDIVISION</b>											
Purpose of Loan <input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Conver (explain) <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment <input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent											
Complete this line if construction or construction-permanent loan.											
Year Lot Acquired	Original Cost	Amount Existing Liens	Appraised Value of Lot	(a) Cost of Improvements	(Total (a + b))						
\$	\$	\$	\$	\$	\$						
Complete this line if this is a refinance loan.											
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements		<input type="checkbox"/> made	<input type="checkbox"/> to be made				
\$	\$	\$				Cost: \$					
Title will be held in what Name(s)				Name in which Title will be held			Estate will be held in				
<b>TIMOTHY N. SCOTT AND FREDDIE M. SCOTT</b>				<b>JOINT TENANCY</b>			<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)				
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)											
<b>Checking/Savings</b>											
Borrower's Name (include Jr. or Sr. if applicable)											
<b>TIMOTHY N. SCOTT</b>				Co-Borrower's Name (include Jr. or Sr. if applicable)							
Social Security Number		Home Phone (incl. area code)		Age	Vrs. Birth	Social Security Number		Home Phone (incl. area code)		Age	Vrs. Birth
-2026		303-371-8274		46	15	4503		303-371-8274		46	14
<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)		Dependants (not listed by Co-Borrower) no. ages		<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) no. ages		<input type="checkbox"/> Separated		Dependants (not listed by Borrower) no. ages			
Present Address (street, city, state, ZIP) <b>5490 CRYSTAL ST. DENVER, COLORADO 80239</b> No. Yrs. 7 MOB.											
Former Address (street, city, state, ZIP) <b>5490 CRYSTAL ST. DENVER, COLORADO 80239</b> No. Yrs. 7 MOB.											
If residing at present address for less than two years, complete the following:											
Former Address (street, city, state, ZIP) <b>5490 CRYSTAL ST. DENVER, COLORADO 80239</b> No. Yrs. 7 MOB.											
Former Address (street, city, state, ZIP) <b>5490 CRYSTAL ST. DENVER, COLORADO 80239</b> No. Yrs. 7 MOB.											
<b>Borrower</b>											
Name & Address of Employer <input type="checkbox"/> Self Employed Yrs. on this job											
<b>DISABLED VETERAN</b>				<b>TURNER PROFESSIONAL SERVICES</b> 26 OAKLAND ST. #7 AURORA, CO 80014							
Position/Title/Type of Business		Business Phone (incl. area code)		Position/Title/Type of Business		Business Phone (incl. area code)					
/		303-695-0587		OFFICE MANAGER/APPRaisal SERVI		303-695-0587					
Employed in current position for less than two years or if currently employed in more than one position, complete the following:											
Name & Address of Employer <input type="checkbox"/> Self Employed Dates (from - to)				Name & Address of Employer <input type="checkbox"/> Self Employed Dates (from - to)							
Monthly Income \$				Monthly Income \$							
Position/Title/Type of Business											
Name & Address of Employer <input type="checkbox"/> Self Employed Dates (from - to)				Name & Address of Employer <input type="checkbox"/> Self Employed Dates (from - to)							
Monthly Income \$				Monthly Income \$							
Position/Title/Type of Business											
Business Phone (incl. area code)				Business Phone (incl. area code)							
/				/							
Borrower's Signature X				Date Freddie Mac Form 65 7082 Family Max Form 1003 10/92							
Co-Borrower's Signature X				Date							
X											

21 102401-02

Page 1 of 2

Freddie Mac Form 65 10/92  
Fannie Mae Form 1033 10/92

EP: Borrower's signature:

128

Co-Borrower's Signature

DRS

21 102401-02

Page 1 of 2

	Borrower	Co-Borrower	Total	Current Estimate	Present	Proposed
Gross Monthly Income	\$ 2,975.00	\$ 2,975.00	\$ 2,975.00	\$ 663.00	\$ 1,264.02	
Base Empl. Income*	\$ 2,975.00		\$ 2,975.00			
Overtime						
Bonuses						
Commissions						
Dividends/Interest						
Net Rental Income	\$ 162.00		\$ 162.00			
Other (before completing the notice in Part One Other Income/Monthly)	\$ 2,988.65		\$ 2,988.65			
Total	\$ 3,150.65	\$ 2,975.00	\$ 6,125.65	\$ 663.00	\$ 1,497.41	

\* Self-Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

B/C	Describe Other Income	Notice: Attorney, child support, or separate maintenance income must not be received if the Borrower (B) or Co-Borrower (C) does not choose to have it discontinued for repaying this loan.	Monthly Amount
<b>B</b>	<b>VA DISABILITY/DISABILITY</b>		\$ 2,419.60
<b>B</b>	<b>SOCIAL SECURITY/Social Security</b>		\$ 569.25

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be reasonably and fairly presented on a joint basis; otherwise separate Statements and Schedules are required. If the Co-Borrower section was completed about a spouse, this Statement and supporting schedules must be completed about that spouse also.

ASSETS		Cash or Market Value	Liabilities and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, attorney, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.	Monthly Pmt. & Accr. Left to Pay	Unpaid Balance
Description			Name and address of Company	\$ Pmt/Mos.	\$
Cash deposit toward purchase held by: <b>MEADOW HOMES</b>		\$ < 2,000.00>	<b>CHRIS CRED</b>	600.00/48	28,895.00
List checking and savings accounts below			Acct. no. <b>0210</b>		
Name and address of Bank, S&L, or Credit Union: <b>CITYMIDE BANK OF DENVER</b>		\$ 10,890.68	Name and address of Company	\$ Pmt/Mos.	\$
US BANK		\$ 3,053.78	<b>CAPITAL ONE BANK</b>	299.00/18	
Acct. no.		\$	Acct. no. <b>5892</b>		
Name and address of Bank, S&L, or Credit Union: <b>FITSIMMONS FEDERAL C.U.</b>		\$ 30,401.29	Name and address of Company	\$ Pmt/Mos.	\$ 4,873.00
Acct. no.		\$	<b>AURORA NATIONAL BANK</b>	198.00/25	
Name and address of Bank, S&L, or Credit Union			Acct. no. <b>5961</b>		
Acct. no.		\$	Name and address of Company	\$ Pmt/Mos.	\$ 3,178.00
Name and address of Bank, S&L, or Credit Union			<b>US BANK</b>	188.00/17	
Acct. no.		\$	Acct. no. <b>0801</b>		
Stocks & Bonds (Company name/number & description)		\$	Name and address of Company	\$ Pmt/Mos.	\$ 2,568.00
Life insurance net cash value		\$ <	<b>FCNB-SPRINGEL</b>	175.00/15	
Face amount: \$		\$	Acct. no. <b>1737</b>		
Subtotal Liquid Assets		\$ 44,355.73	Name and address of Company	\$ Pmt/Mos.	\$ 2,863.00
Real estate owned (enter market value from schedule of real estate owned)		\$ 139,000.00	<b>NFC</b>	44.00/47	
Vested interest in retirement fund		\$	Acct. no. <b>9422</b>		
Net worth of businesses(s) owned (attach financial statement)		\$	Name and address of Company	\$ Pmt/Mos.	\$ 1,744.00
Automobiles owned (make and year) <b>1990 DODGE DURANGO</b>		\$ 30,000.00	<b>CROSS COUNTRY BANK</b>	50.00/35	
Other Assets (itemize): <b>Furniture</b>		\$ 20,000.00	Acct. no. <b>8492</b>		
Total Assets a.		\$ 243,355.73	Attorney/Child Support/Separate Maintenance Payments Owed to:	\$	
Borrower's Signature:		Date: <b>X</b>	Job-Related Expenses (child care, union dues, etc.)	\$	
		Date: <b>X</b>	Total Monthly Payments	\$ 1,746.00	
			Total Monthlies b.	\$ 138,342.00	

FILE COPY

...and more coordination shapes) \$15.00

**List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number.**

The undersigned specifically acknowledge(s) and agree(s) that: (1) the loan requested by this application will be secured by a first mortgage or deed of trust on the property described herein; (2) the property will not be used for any illegal or prohibited purpose or use; (3) all statements made in this application are made for the purpose of obtaining the loan indicated herein; (4) occupation of the property will be as indicated above; (5) verification or reverification of any information contained in the application may be made at any time by the Lender, its agents, successors and assigns, either directly or through a credit reporting agency; from any source named in this application, and the original copy of this application will be retained by the Lender, even if the loan is not approved; (6) the Lender, its agents, successors and assigns, will rely on the information contained in the application and will have a continuing obligation to exercise due diligence in this application to become disengaged, the Lender, its agents, successors and assigns, should change prior to closing; (7) in the event my/mayour payments on the loan indicated in this application become delinquent, the Lender, its agents, successors and assigns, may, in addition to all their other rights and remedies, report my/mayour name(s) and account information to a credit reporting agency; (8) ownership of the loan may be transferred to successor or assign of the Lender without notice to me and/or the administration of the loan amount may be transferred to an agent, successor or assign of the Lender with prior notice to me; (9) the Lender, its agents, successors and assigns make no representations or warranties, express or implied, to the Borrower(s) regarding the property, the condition of the property, or the value of the property.

**Certification:** I/we certify that the information provided in this application is true and correct to the best of my knowledge and belief. I/we acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which may have made in this application.

Borrower's Signature <b>X</b>	Date	Co-Borrower's Signature <b>X</b>	Date
----------------------------------	------	-------------------------------------	------

The following information is requested by the Federal Government for certain types of loans related to a dwelling, in order to monitor the Lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may neither discriminate on the basis of race or ethnicity, nor on whether you choose to furnish it. However, if you choose not to furnish it under Federal regulations, this Lender is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish the above information, please check the box below. (Lender must review this box in order to assure that the disclosures satisfy all requirements to which the Lender is subject under applicable state law for the particular type of loan applied for.)

Borrower's Race/Ethnic Origin:			Co-Borrower's Race/Ethnic Origin:		
<input type="checkbox"/>	I do not wish to furnish this information	<input type="checkbox"/>	I do not wish to furnish this information	<input type="checkbox"/>	White, not of Hispanic origin
<input type="checkbox"/>	American Indian or Alaskan Native	<input type="checkbox"/>	American Indian or Alaskan Native	<input type="checkbox"/>	Asian or Pacific Islander
<input type="checkbox"/>	Black, not of Hispanic origin	<input type="checkbox"/>	Black, not of Hispanic origin	<input type="checkbox"/>	Asian or Pacific Islander
<input checked="" type="checkbox"/>	Hispanic	<input type="checkbox"/>	Hispanic	<input type="checkbox"/>	White, not of Hispanic origin
Other (Specify): <input type="text" value="Male"/>			Other (Specify): <input type="checkbox"/> Female <input type="checkbox"/> Male		
Sex: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male			Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male		
To be Completed by Interviewer			Name and Address of Interviewer's Employer		
This application was taken by:					
<input type="checkbox"/>	face-to-face interview		<b>CTX MORTGAGE COMPANY</b> 5600 SOUTH QUEBEC STREET, STE 10 GREENWOOD VILLAGE, CO 80111		
<input checked="" type="checkbox"/>	by mail				
<input type="checkbox"/>	by telephone				
Interviewer's Name (print or type)			Date		
<b>BILL FIRMIN</b>					
Interviewer's Signature					
Interviewer's Phone Number (incl. area code)					
303/741-1241					

# Uniform Residential Loan Application FILE CO.

This application is designed to be completed by the applicant(s) with the lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower Information must also be provided (and the appropriate box checked) when  the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or  the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage applied for: <input type="checkbox"/> A. <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other:	Agency Case Number	Lender Case Number	
<input type="checkbox"/> HA <input type="checkbox"/> FmHA			
Amount: <b>208,250</b>	Interest Rate: <b>8.250 %</b>	No. of Months: <b>360/360</b>	Amortization: <input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain): <input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):

II. PROPERTY INFORMATION AND PURPOSE OF LOAN			
Subject Property Address: (street, city, state, ZIP) <b>4450 EAST 50TH AVE., Denver, CO 80239</b>	County: Denver	No. of Units <b>1</b>	
Legal Description of Subject Property (attach description if necessary)			Year Built

Purpose of Loan: <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain): <input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	Property will be: <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment
---	---

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost \$	Amount Existing Liens \$	(a) Present Value of Lot \$	(b) Cost of Improvements \$	Total (a+b) \$
-------------------	------------------	--------------------------	-----------------------------	-----------------------------	----------------

Complete this line if this is a refinance loan.

Year Acquired	Original Cost \$	Amount Existing Liens \$	Purpose of Refinance	Describe Improvements made to be made
---------------	------------------	--------------------------	----------------------	---------------------------------------

Line will be held in what Name(s) **FREDDIE M. SCOTT**

Manner in which Title will be held <b>Joint tenants</b>	Estate will be held in: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
--	--

Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)

Borrower

III. BORROWER INFORMATION

Co-Borrower

Borrower's Name (include Jr. or Sr. if applicable) <b>FREDDIE SCOTT</b>				Co-Borrower's Name (include Jr. or Sr. if applicable)			
Social Security Number <b>4509</b>	Home Phone (incl. area code) <b>303-371-8274</b>	Age <b>48</b>	Yrs. School <b>14</b>	Social Security Number	Home Phone (incl. area code)	Age	Yrs. School
<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (Include single, divorced, widowed)	Dependents (not listed by Co-Borrower) No. ages	<input type="checkbox"/> Married <input checked="" type="checkbox"/> Unmarried (Include single, divorced, widowed)	Dependents (not listed by Borrower) No. ages				
<input type="checkbox"/> Separated		<input type="checkbox"/> Separated					
Present Address (street, city, state, ZIP) <b>1450 EAST 50TH AVE.</b> <b>Denver, CO 80239</b>				Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.			

Residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent <b>10</b> No. Yrs. <b>190 CRYSTAL STREET</b> <b>ENVER, CO 80229</b>	Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.
--	---

Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.	Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ No. Yrs.
---	---

Borrower

IV. EMPLOYMENT INFORMATION

Co-Borrower

Name and Address of Employer <b>SIDENTIAL APP RAISAL SPECIALIST</b> <b>45 OAK STREET</b> <b>HATRIDGE, CO 80033</b>	Self Employed	Yrs. on this job <b>2</b>	Name and Address of Employer	Self Employed	Yrs. on this job
		<input type="checkbox"/> Yrs. employed in this line of work/profession			<input type="checkbox"/> Yrs. employed in this line of work/profession
		<b>13</b>			

Position/Title/Type of Business <b>PRAISER</b>	Business Phone (incl. area code) <b>303-432-0809</b>	Position/Title/Type of Business	Business Phone (incl. area code)
---	---	---------------------------------	----------------------------------

Employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name and Address of Employer  Self Employed Dates (from-to) Name and Address of Employer  Self Employed Dates (from-to)

\* FALSIFIED APPLICATION

FILE COPY

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expenses	Present	Proposed
Base Empl. Income*	\$ 10,000.00	\$	\$ 10,000.00	Rent	\$	\$
Overtime				First Mortgage (P&I)	1,291.00	1,564.51
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance	46.00	39.83
Dividends/Interest				Real Estate Taxes	170.00	134.92
Net Rental Income				Mortgage Insurance		100.00
Other (before claiming, see the notices in "Exhibit A" above, for other income, below)				Homeowner Assn. Dues		
Total	\$ 10,000.00	\$	\$ 10,000.00	Other		

\*Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower(B) or Co-Borrower(C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$

VI. ASSETS AND LIABILITIES

This statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-borrowers. If their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise separate Statements and Schedules are required. If the Co-Borrower section was completed about a spouse, this Statement and supporting schedules must be completed about that spouse also.

ASSETS		Cash or Market Value	Liabilities and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.		Completed <input checked="" type="checkbox"/> Jointly <input type="checkbox"/> Not Jointly
Description					
Cash deposit toward purchase held by:		\$			
<i>List checking and savings accounts below</i>					
Name and address of Bank, S&L, or Credit Union					
FITZSIMMONS FEDERAL CREDIT UNION 13529 E. 17TH PL. AURORA, CO 80101					
Acct. no. 4110 \$ 500			LIABILITIES		
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payt./Mos.	\$
CITYWIDE BANKS P.O. BOX 128 AURORA, CO 80040-0128			WASHINGTON MUTUAL HOME 324 W. EVANS STREET FLORENCE, SC 29501		
Acct. no. 2835 \$ 1,000			Acct. no. 6764	* (1,480) /300	157,157
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payt./Mos.	\$
Acct. no. 1110 \$ 500			HOMESIDE LENDING INC. 9601 MCALLISTER FWY SAN ANTONIO, TX 78216 (RENTAL PROPERTY)		
Name and address of Bank, S&L, or Credit Union			Acct. no. 0000	(675) /360	84,912
Acct. no. 2835 \$ 1,000			Name and address of Company	\$ Payt./Mos.	\$
Name and address of Bank, S&L, or Credit Union			US BANK 332 MINNESOTA ST. SAINT PAUL, MN 55101 (RENTAL PROPERTY)		
Acct. no. 1110 \$ 500			Acct. no. 0001	(385) /180	32,906
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payt./Mos.	\$
Acct. no. 2835 \$ 1,000			CHRYSLER CRED 6025 S. QUEBEC STREET, SUITE 350 ENGLEWOOD, CO 80111		
Name and address of Bank, S&L, or Credit Union			Acct. no. 3210	608 /072	19,958
Acct. no. 1110 \$ 500			Name and address of Company	\$ Payt./Mos.	\$
Ticks & Bonds ((company name/ number & description))		\$	FFCU P.O. BOX 6248 AURORA, CO 80045		
Acct. no. 1110 \$ 500			Acct. no. 0144	276 /72	12,355
Insurance net cash value			Name and address of Company	\$ Payt./Mos.	\$
Acct. no. 1110 \$ 500			DIRECT MERCHANTS BANK 17600 N PERIMETER DR. SCOTTSDALE, AZ 85255		
Total Liquid Assets		\$ 1,500	Acct. no. 9269	220 /151	-----
Real estate owned (enter market value or schedule of real estate owned)		\$ 400,000			

FILE COPY

**VI. ASSETS AND LIABILITIES (cont.)**

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet)  
Report A-1

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
14450 EAST 50TH AVE. Denver, CO 80239	SFR	\$ 230,000	\$ 157,200	\$ 1,291	\$ 216		
5480 CRYSTAL STREET DENVER, CO	R SFR	170,000	118,382	1,000	1,030		(205)
Totals		\$ 400,000	\$ 275,582	\$ 1,100	\$ 2,321	\$ 216	\$ (205)
List any additional names under which you own property							

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s).  
Alternate Name Creditor Name

**Alternate Name**

Creditor Name

**Account Number**

VII. DETAILS OF TRANSACTION

TRANSACTION	
a. Purchase price	\$
b. Alterations, improvements, repairs	
c. Land (if acquired separately)	
d. Refinance (incl. debts to be paid off)	194,535.0
e. Estimated pre paid items	1,533.1
f. Estimated closing costs	5,577.0
g. PMI, MIP, Funding Fee	
h. Discount (if Borrower will pay)	2,070.0
i. Total costs (add Items a through h)	203,715.1
j. Subordinate financing	
k. Borrower's closing costs paid by Seller	
l. Other Credits(e) plain)	
m. Loan amount exclude PMI, MIP, Funding Fee financed)	208,250.00
1. PMI, MIP, Funding Fee financed	208,250.00
3. Loan amount (add m & n)	208,250.00
4. Cash from/to Borrower (subtract j, k, l & o from i)	(4,534.81)

## VIII. DECLARATIONS

If you answer "yes" to any questions a through l, please use continuation sheet for explanation.		Borrower	Co-Borrower
a. Are there any outstanding judgments against you?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Have you been declared bankrupt within the past 7 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Are you a party to a lawsuit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title, in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Is any part of the down payment borrowed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Are you a co-maker or endorser on a note?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Are you a U. S. citizen?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. Are you a permanent resident alien?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
m. Have you had an ownership interest in a property in the last three years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(1) What type of property did you own-principal residence (PR), second home (SH), or investment property (IP)?	<u>PR</u>		
(2) How did you hold title to the home-solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	<u>SP</u>		

**IX. ACKNOWLEDGMENT AND AGREEMENT**

I undersigned specifically acknowledge(s) and agree(s) that: (1) the loan requested by this application will be secured by a first mortgage or deed of trust on the property described herein; (2) the property will not be used for any illegal or prohibited purpose or use; (3) all statements made in this application are made for the purpose of obtaining the loan indicated herein; (4) occupation of the property will be as indicated above; (5) verification or reverification of any information contained in the application may be made at any time by the Lender, its agents, successors and assigns, either directly or through a credit reporting agency, from any source named in this application, and the original copy of this application will be retained by the Lender, even if the loan is not approved; (6) the Lender, its agents, successors and assigns will rely on the information contained in the application and I/we have a continuing obligation to amend and/or supplement the information provided in this application if any of the material facts which I/we have represented herein change prior to closing; (7) in the event my/our payments on the loan indicated in this application become delinquent, the Lender, its agents, successors and assigns may, in addition to all their other rights and remedies, report my/our name(s) and account information to a credit reporting agency; (8) ownership of the loan may be transferred to successor or assign of the Lender without notice to me and/or the administration of the loan account may be transferred to a agent, successor or assign of the Lender with prior notice to me; (9) the Lender, its agents, successors and assigns make no representations or warranties, express or implied, to the Borrower(s) regarding the property, the condition of the property, or the value of the property. I/we certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) on this application and I/we acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person to may suffer loss due to reliance upon any misrepresentation which I/we have made on this application.

Da

Co-Borrower's Signature

1

**X. INFORMATION FOR GOVERNMENT MONITORING (INFO-G)**

**X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES:**

The following information is requested by the Federal Government for certain types of loans related to a dwelling, in order to monitor the Lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations this Lender is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish the above information, please check the box below. (Lender must review the above material to assure that the disclosure satisfy all requirements to which the Lender is subject under applicable state law for the protection of consumers.)

## FILE COPY

**Continuation Sheet/Residential Loan Application**

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower: <b>FREDDIE SCOTT</b>	Agency Case Number:
	Co-Borrower:	Lender Case Number:

<b>VI. ASSETS AND LIABILITIES</b>				
<b>ASSETS</b>	<b>Cash or Market Value</b>	<b>LIABILITIES</b>	<b>Monthly Payt. &amp; Mos. Left to Pay</b>	<b>Unpaid Balance</b>
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>PROVIDIAN BP P.O. BOX 9007 PLEASANTON, CA 94566</b>	\$ Payt./Mos.	\$
Acct. no. \$		Acct. No. <b>9963</b>	<b>31/(R)</b>	<b>1,041</b>
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>MBGA/JC PENNEY P.O. BOX 27570 ALBUQUERQUE, NM 87125</b>	\$ Payt./Mos.	\$
Acct. no. \$		Acct. No. <b>6299</b>	* <b>67/(R)</b>	<b>1,349</b>
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>LOWES/MBGA P.O. BOX 103080 ROSWELL, GA 30076</b>	\$ Payt./Mos.	\$
Acct. no. \$		Acct. No. <b>3600</b>	<b>46/(R)</b>	<b>1,629</b>
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>AMEX P.O. BOX 7871 FORT LAUDERDALE, FL 33329</b>	\$ Payt./Mos.	\$
Acct. no. \$		Acct. No. <b>3100</b>	<b>91/001</b>	<b>3,020</b>
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>SEARS 13200 SMITH ROAD CLEVELAND, OH 44130</b>	\$ Payt./Mos.	\$
Acct. no. \$		Acct. No. <b>2271</b>	* <b>29/(R)</b>	<b>981</b>
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>GECCCC/LENSCRAFTERS P.O. BOX 276 DAYTON, OHN 45401</b>	\$ Payt./Mos.	\$
Acct. no. \$		Acct. No. <b>5858</b>	* <b>15/(R)</b>	<b>711</b>
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>NORDSTROM FSB P.O. BOX 6555 ENGLEWOOD, CO 80155</b>	\$ Payt./Mos.	\$
Acct. no. \$		Acct. No. <b>1051</b>	* <b>11/(R)</b>	<b>370</b>
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>WAL-MART/MBGA P.O. BOX 103027 ROSWELL, GA 30076</b>	\$ Payt./Mos.	\$
Acct. no. \$		Acct. No. <b>4660</b>	* <b>34/(R)</b>	<b>813</b>
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>DILLARDS DEPT STORE P.O. BOX 52005 PHOENIX, AZ 85072</b>	\$ Payt./Mos.	\$

**FILE COPY**

**Continuation Sheet/Residential Loan Application**

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower:	Agency Case Number:
	<b>FREDDIE SCOTT</b>	
	Co-Borrower:	Lender Case Number:

<b>ASSETS</b>		<b>Cash or Market Value</b>	<b>VI. ASSETS AND LIABILITIES</b>	
Name and address of Bank, S&L, or Credit Union			Name and address of Company <b>MBNA AMERICA BANK NA</b>	\$ Payt./Mos. \$
Acct. no. \$			Acct. No. <b>5429</b>	86 5,262
Name and address of Bank, S&L, or Credit Union			Name and address of Company <b>CITIBANK MASTER CARD</b>	\$ Payt./Mos. \$
Acct. no. \$			Acct. No. <b>4527</b>	97/(R) 4,690
Name and address of Bank, S&L, or Credit Union			Name and address of Company <b>CROSS COUNTRY BANK</b>	\$ Payt./Mos. \$
Acct. no. \$			Acct. No. <b>8492</b>	* 57/(R) 1,896
Name and address of Bank, S&L, or Credit Union			Name and address of Company <b>LOEWS</b>	\$ Payt./Mos. \$
Acct. no. \$			Acct. No. <b>0917</b>	46/(R) 1,629
Name and address of Bank, S&L, or Credit Union			Name and address of Company <b>CITYWIDE BANKS</b>	\$ Payt./Mos. \$
Acct. no. \$			Acct. No. <b>5961</b>	168 1,143
Name and address of Bank, S&L, or Credit Union			Name and address of Company <b>CHASE NA</b>	\$ Payt./Mos. \$
Acct. no. \$			Acct. No. <b>9822</b>	26 1,302
Name and address of Bank, S&L, or Credit Union			Name and address of Company <b>HHLD BANK</b>	\$ Payt./Mos. \$
Acct. no. \$			Acct. No. <b>9215</b>	21 824
Name and address of Bank, S&L, or Credit Union			Name and address of Company <b>NEXTCARD</b>	\$ Payt./Mos. \$
Acct. no. \$			Acct. No. <b>0871</b>	15/(R) 363
Name and address of Bank, S&L, or Credit Union			Name and address of Company <b>DISCOVER FINANCIAL</b>	\$ Payt./Mos. \$

**FILE COPY**

**Continuation Sheet/Residential Loan Application**

Use this continuation sheet if you  
need more space to complete the  
Residential Loan Application.  
Mark B for Borrower or C for  
Co-Borrower.

Borrower:  
**FREDDIE SCOTT**

Agency Case Number:  
\_\_\_\_\_

Co-Borrower:

Lender Case Number:  
\_\_\_\_\_

**VI. ASSETS AND LIABILITIES**

<b>ASSETS</b>	<b>Cash or Market Value</b>	<b>LIABILITIES</b>	<b>Monthly Payt. &amp; Mos. Left to Pay</b>	<b>Unpaid Balance</b>
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>WEISFIELD</b>	\$ Payt./Mos.	\$ _____
Acct. no. \$		Acct. No.		1,484
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>FAIR FINANCE</b>	\$ Payt./Mos.	\$ _____
Acct. no. \$		Acct. No.	72	1,297
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>HRSI</b>	\$ Payt./Mos.	\$ _____
Acct. no. \$		Acct. No.	20	792
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>GORDON</b>	\$ Payt./Mos.	\$ _____
Acct. no. \$		Acct. No.		630
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>TARGET</b>	\$ Payt./Mos.	\$ _____
Acct. no. \$		Acct. No.	32/(R)	628
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>EDDIE BAUER</b>	\$ Payt./Mos.	\$ _____
Acct. no. \$		Acct. No.	20/(R)	558
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>FOLEY'S</b>	\$ Payt./Mos.	\$ _____
Acct. no. \$		Acct. No.	* 65/(R)	546
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>FIRST PREMIER</b>	\$ Payt./Mos.	\$ _____
Acct. no. \$		Acct. No.	20/(R)	443
Name and address of Bank, S&L, or Credit Union		Name and address of Company <b>SPIEGEL</b>	\$ Payt./Mos.	\$ _____

**FILE COPY**

**Continuation Sheet/Residential Loan Application**

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark A for Borrower or C for Co-Borrower.		Borrower: <b>FREDDIE SCOTT</b>	Agency Case Number:
		Co-Borrower:	Lender Case Number:

FILE COPY